

REMARKS

The present application was filed on February 7, 2002 with claims 1-34. Claims 1, 11, 13, 14, 30 and 33 are the original independent claims.

In the outstanding Office Action, the Examiner: (i) rejects claim 18 under 35 U.S.C. §112, second paragraph, as not having proper antecedent basis; (ii) rejects claims 1-14, 16, 17, 19-30, 32 and 33 under 35 U.S.C. §102(b) as being anticipated by U.S. Patent No. 6,317,729 to Camp et al. (hereinafter "Camp"); and (iii) acknowledges that claims 15, 31 and 34 contain allowable subject matter.

Applicants appreciate the acknowledgment of allowable subject matter in claims 15, 31 and 34. Applicants have rewritten such claims in independent form. Thus, such claims, along with claim 18 which depends from claim 15, are now in allowable form.

Regarding the §112, second paragraph, rejection of claim 18, Applicants have amended the claim to provide proper antecedent basis.

Regarding the §102(b) rejection of claims 1-14, 16, 17, 19-30, 32 and 33, on a technical note, Applicants point out that Camp is not §102(b) prior art with respect to the present application. The effective filing date of the present application is February 8, 2001 (claiming priority to a U.S. provisional application), while the issue date of Camp is November 13, 2001. At best, Camp can serve only as §102(e) prior art in an anticipation-based rejection.

Nonetheless, even if Camp is §102(e) prior art, Applicants assert that claims 1-14, 16, 17, 19-30, 32 and 33 are patentable over Camp. It is well-established law that a claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference. *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). Camp fails to meet this legal standard.

By way of example, independent claim 1 recites a method for use in a device associated with a first party for performing a key retrieval operation, the method comprising the steps of: generating in the first party device a request for the partial assistance of a device associated with a second party in recovering a key from data stored on the first party device, wherein the second party device is remote from the first party device; transmitting the request from the first party device to the second party device; receiving results in the first party device generated by the second party device based on the partial assistance provided by the second party device; and using at least a portion of the received results in the first party device to recover the key for subsequent use as a private key in one or more associated public key cryptographic techniques. The other independent claims recite some

similar limitations.

Camp fails to teach or suggest each and every element as set forth in the claimed invention.

As explained at column 3, lines 7-8, Camp “extend[s] SET [Secure Electronic Transactions] to include certified delivery.” Further, as explained at column 2, line 66, through column 3, line 6, “certified delivery” is where the customer only pays if the item delivered matches the description of the item promised and the merchant is only paid if the item delivered matches the description previously agreed upon by the merchant and customer. Then, column 5, lines 51-58, of Camp states that “the following must be true for certified delivery . . . customer can obtain the key without merchant cooperation”

Thus, to the degree that the Office Action suggests that the customer and merchant in Camp are the same as the first party device and the second party device of the claimed invention, it is quite clear that the customer in Camp does not “generat[e] . . . a request for the partial assistance of” the merchant “in recovering a key from data stored on” the customer. Camp clearly states that the customer must obtain the key without merchant cooperation.

Nor does Camp disclose the merchant requesting the partial assistance of the customer in recovering a key from data stored on the merchant. Also, to the degree that the Office Action suggests that the bank in Camp figures into the process, no where does Camp suggest that the bank provides partial assistance in recovering a key from data stored on the customer or the merchant, or vice versa.

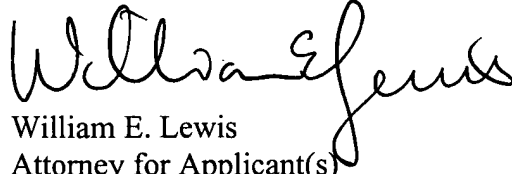
In fact, while Camp employs a public key system, nothing in Camp discloses a key recovery operation and, for that matter, the recovery of a key from data stored on the first party device based on the partial assistance provided by the second party device, as in the claimed invention.

For at least these reasons, Applicants assert that claims 1-14, 16, 17, 19-30, 32 and 33 are patentable over Camp.

Applicants also assert that one or more of the dependent claims recite patentable subject matter in their own right. Also, to the degree that the Office Action expressly or implicitly takes Official Notice with respect to any claimed feature, Applicants hereby challenge the Official Notice and request that a proper reference be cited.

In view of the above, Applicants believe that claims 1-34 are in condition for allowance, and respectfully request withdrawal of the various rejections.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "William E. Lewis". The signature is fluid and cursive, with the first name "William" being more prominent and the last name "Lewis" following in a similar style.

Date: May 22, 2006

William E. Lewis
Attorney for Applicant(s)
Reg. No. 39,274
Ryan, Mason & Lewis, LLP
90 Forest Avenue
Locust Valley, NY 11560
(516) 759-2946